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THE HARVARD LEGAL AID BUREAU. — The work of the Legal Aid Bureau during its first academic year has ended even more successfully than was anticipated. To insure permanent organization, and at the suggestion of the State Board of Bar Examiners, and of the Bar Association, the Bureau was incorporated this winter as a charitable corporation under the Massachusetts statute. The members now appearing in court do so as agents of the corporation. The work has been constant while varied in its character. From October 1, 1913, to May 1, 1914, one hundred and ninety-one clients called at the Bureau for assistance. Of these one hundred and ninety-one, one hundred and eight were men, and eighty-three women. Although no record was kept of the nationality of the clients, the names would indicate that a majority were American. Practically all were American born. One hundred and forty-seven of the cases handled were for plaintiffs, and forty-four for defendants. The preponderance of plaintiffs' cases in this classification is explained by the grouping under that head of all *ex parte* matters, as advice, etc. In the arrangement of the cases by the subject-matter, irrespective of the side of the controversy represented, that designated as debt was the largest, with fifty-two. This included all contract claims, wages, assignments, etc. Domestic relation cases were second with twenty-nine. This group covered both marital difficulties and disputes as to children. Property cases were next with twenty-one. This embraced all landlord and tenant troubles, and the Bureau invariably represented the tenant. Eleven cases involved decedents' estates, in

five instances instruments were drawn, and in four the claims were against attorneys. Sixty-nine miscellaneous cases included personal injuries, claims under the Workman's Compensation Act, bastardy and criminal cases, and naturalization and civil service problems. Sixteen cases have been tried in court by members of the Bureau. Of these, six were before the Superior Court, four before the Probate Court, and six before the District or Municipal Courts. Fifteen trials were won by the Bureau, and one was settled to avoid defeat. \$4,268.13 has either been actually recovered or the payment of it decreed with bonds, in behalf of clients.

COLLECTION OF BRIEFS IN THE LAW LIBRARY. — On page 775 of this issue of the REVIEW may be found a list of briefs submitted in the Ames Competition during the year 1912-1913. The list referred to in the April issue of this volume was erroneously described as consisting of briefs submitted during the year 1912-1913. It should have been 1911-1912. This list is being published for the first time.

THE EFFECT OF FILING A LIMITATION OF LIABILITY CLAUSE WITH THE INTERSTATE COMMERCE COMMISSION.—The Supreme Court recently decided (Justice Pitney delivering a dissenting opinion) that, if a railroad has filed with the Interstate Commerce Commission a regulation that its liability on checked baggage will be limited to one hundred dollars unless a greater value is declared by the shipper and excess charges paid, a shipper, though ignorant of the existence of the regulation, who checks baggage without declaring any value can only recover the limited amount. *Boston & Maine Railroad v. Hooker*,¹ 34 Sup. Ct. 526.

By the settled rule of the federal courts,—now the only rule applicable to contracts for interstate shipments, because of the Carmack Amendment² as expounded in the *Croninger* case,³—the normal shipment is with liability for the entire actual value of the goods.⁴ On theory, carriage with limited liability is an exceptional service which exists only when the shipper by shipping on a certain agreed or represented valuation has estopped himself to assert a greater worth.⁵ This proposition has been recently re-affirmed by the Supreme Court.⁶ The

¹ For review of decision in State court see 25 HARV. L. REV. 186.

² 34 U. S. STAT. 595.

³ *Adams Express Co. v. Croninger*, 226 U. S. 491, 33 Sup. Ct. 148. For review of this case see 26 HARV. L. REV. 456.

⁴ *Railroad Co. v. Fraloff*, 100 U. S. 24; *The Majestic*, 166 U. S. 375.

⁵ *Hart v. Penn. R. R. Co.*, 112 U. S. 331, 5 Sup. Ct. 151; *Graves v. Adams Express Co.*, 176 Mass. 280, 57 N. E. 462; *Oppenheimer v. U. S. Express Co.*, 69 Ill. 62; *Magnin v. Dinsmore*, 56 N. Y. 168, 62 N. Y. 35; *Earnest v. Express Co.*, 1 Wood (U. S.) 573; *Matter of Released Rates*, 13 I. C. C. R. 550.

⁶ "The ground upon which the validity of a limitation upon a recovery for loss or damage due to negligence depends is that of estoppel." *Neiman-Marcus Co. v. Wells Fargo & Co.*, 227 U. S. 469, 476, 33 Sup. Ct. 267, 269. "It has therefore become an established rule of the common law, as declared by this court in many cases, that such a carrier may, by a fair, open, just, and reasonable agreement limit the amount recoverable by a shipper in case of loss or damage to an agreed value, made for the